

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**WANDA WOMACK, et al.,** )  
)  
**Plaintiffs,** )  
**vs.** )  
)  
**DOLGENCORP, INC., d/b/a** )  
**DOLLAR GENERAL, et al.,** )  
)  
**Defendants.** )

**LEAD CASE NUMBER:  
2:06-CV-465-VEH-RRA  
JURY DEMAND**

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**TINA M. WOOD, et al.** )  
)  
**Plaintiffs,** )  
)  
**DOLGENCORP, INC., d/b/a** )  
**DOLLAR GENERAL, et al.,** )  
)  
**Defendants.** )

**MEMBER CASE NUMBER:  
2:08-CV-1602-VEH-RRA  
JURY DEMAND**

**PRELIMINARY APPROVAL ORDER**

Upon consideration of the Joint Motion for Preliminary Approval of Class Action Settlement, the Unopposed Motion for Provisional Class Certification and memorandum of law in support, and Settlement Agreement (with exhibits) filed in this action, it is hereby ordered that the Motions be, and are, **GRANTED**.

The Court further makes the following findings and rulings:

1. **Jurisdiction.** This Court has jurisdiction over the subject matter of the litigation and over all parties to this litigation, including all members of the Settlement Class as defined below.

2. **No Determination.** This Court hereby decrees that neither the Settlement Agreement, nor this preliminary approval order, nor the fact of a settlement, are an admission or concession by the Defendants or a determination by the Court of any liability or wrongdoing whatsoever.

3. **Proposed Settlement.** The Court finds preliminarily that the parties' proposed Settlement Agreement is fair, adequate and reasonable, and, therefore, warrants submission to members of the Settlement Class for their consideration and a formal fairness hearing under Fed. R. Civ. P. 23(e).

4. **Settlement Class Certification.** The Court provisionally finds that the requirements of Fed. R. Civ. P. 23(a) have been satisfied, and that the class-wide claims may be certified pursuant to Fed. R. Civ. P. 23(b)(3). The Settlement Class shall consist of:

(a) All women employed between February 8, 2006 and April 1, 2012, by Dollar General for at least one day as a salaried Store Manager at a location other than a Market Store and who have not otherwise released their Released Claims against one or more of the Released Parties; and/or

(b) All Opt-In Plaintiffs whose names are listed on Attachment A by Agreement of the Parties and who have not otherwise released their Released Claims against one or more of the Released Parties.

This Court's certification of the Settlement Class is provisional pending final approval of the Settlement. If the Settlement is not approved, this certification will be null and void and may not be used in support of any future certification motions.

5. **Appointment of Class Representatives and Class Counsel.** The Court finds that certain of the Named Plaintiffs and their counsel are adequate representatives of the Settlement Class. Accordingly, the Court appoints Renita Bishop, Connie Butler, Valerie Hallstrom-Miller, Vicki Joy, Shirley Ledford, Ruby E. Sims, and Linda Stokes, as Class Representatives, and pursuant to Rule 23(g), the Court appoint Robert L. Wiggins, Jr., Rocco Calamusa, Jr., Kevin W. Jent, along with other members of Wiggins, Childs, Quinn, and Pantazis, LLC, as Class Counsel.

6. **Claims Administrator.** The Court appoints Tommy Warren, Esq. of Settlement Services, Inc. to serve as the Claims Administrator, whose duties are set forth in the Settlement Agreement.

7. **Notice and Claim Form.** The attached Notice of Class Action, Proposed Settlement Agreement and Settlement Hearing ("Notice") and Claim Form are hereby approved as reasonable and are adopted and incorporated herein.

The parties are directed to serve the Notice and Claim Form on Settlement Class Members as set forth in the Settlement Agreement.

8. **Requests for Exclusion.** The Notice sets forth the procedures pursuant to which members of the Settlement Class may exclude themselves (“opt-out”) from the monetary benefits of the Settlement Agreement. The deadline for Settlement Class Members to serve any request for exclusion per the terms of the Notice and Settlement Agreement shall be set per the terms of the Settlement Agreement.

9. **Objections to the Proposed Settlement.** The Notice sets forth the procedures pursuant to which members of the Settlement Class may object to the terms of the Settlement Agreement. The deadline for Settlement Class Members to serve any objection to the proposed Settlement per the terms of the Notice and Settlement Agreement shall be set per the terms of the Settlement Agreement.

10. **Claim Forms/Participation in the Proposed Settlement.** The Notice sets forth procedures pursuant to which members of the Settlement Class may participate in the “additional award” monetary portion of the proposed Settlement Agreement. The postmark deadline for Settlement Class Members to submit a Claim Form shall be set per the terms of the Settlement Agreement.

11. **Motion for Final Approval and Attorney Fees.** The deadline for the parties to file motions for final approval of their proposed class action settlement and to address any objections to the Settlement, including Class Counsel's motion for an award of attorneys' fees and non-taxable costs, shall be set by separate order upon notice to this Court of the completion of the objection period as set forth in the Settlement Agreement. Class Counsel's application for Attorney Fees shall be filed 21 days before the Final Approval hearing and any objections, if any, shall be filed 7 days before the settlement hearing.

12. **Settlement Hearing.** A hearing shall be held on the final approval of the Settlement Agreement and Class Certification in the Courtroom of United States District Judge Virginia Emerson Hopkins, United States District Court, Northern District of Alabama, Hugo Black United States Courthouse, 1729 North 5th Avenue, Birmingham, Alabama 35203, to consider motions for final approval of the proposed Settlement and Class Counsel's motion for an award of attorneys' fees and costs ("Settlement Hearing"). The procedures for members of the Settlement Class to object to the Settlement and to appear at the Settlement Hearing are set forth in the Notice.

13. **Confidentiality.** The Court hereby enjoins disclosure to third parties of the documents and information discussed or exchanged during the parties' confidential settlement negotiations and mediation to any third party not specified

in the parties' confidentiality agreements.


**14. Other Actions Precluded.**

(a) Until ruling on the final approval of this settlement at the Fairness Hearing is entered by this Court, each member of the Settlement Class is Ordered not to commence, prosecute, or maintain any claim which is subsumed within the proposed Settlement Agreement unless and until such time as the Class Member makes an irrevocable election to exclude herself from the Settlement Class.

(b) The limitations period for these claims will remain tolled.

(c) Additionally, until final approval of this settlement is entered by this Court, each Settlement Class member, including any member who makes an irrevocable election to exclude herself from the Settlement Class, is ordered to preclude from commencing, prosecuting or maintaining in any court other than this Court any claim, action or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision or ruling of this Court in connection with the Settlement Agreement.

**DONE** and **ORDERED** this the 10th day of April, 2012.

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**VIRGINIA EMERSON HOPKINS**  
United States District Judge